

Advertising Policy

1. Introduction

- 1.1. This policy governs all information displayed within EVERYWHERE by Users and companies to communicate any kind of message for commercial purposes, including (but not limited to) in-game billboards, content provided for free by third parties, content displayed within an in-game experience, content communicated using in-game chat, and promotional contests and sweepstakes ("**Advertising**" or "**Advertisement**", and "**Advertiser**" and "**Advertise**" shall be construed accordingly).
- 1.2. This policy is part of the **Terms of Use** and is therefore binding for all Users that Advertise on EVERYWHERE ("**Advertiser**"). For a full understanding of your rights and obligations, we recommend that you carefully review our entire set of Terms, and in particular our **Terms of Use** and **Community Guidelines**.
- 1.3. We reserve the right to amend or update all or part of this policy from time to time and will notify you of such amendments or updates in accordance with **Section 4** of the **Terms of Use**.

2. Requirements

- 2.1. Advertising within EVERYWHERE is generally not permitted to anyone other than Build A Rocket Boy itself. Exceptions to the prohibition of advertising may only be granted where all requirements provided for in this Advertising Policy are met.
- 2.2. During Builders Beta, promotional contests and prize draws are not permitted unless you have the prior express written consent of Build A Rocket Boy.

Users

- 2.3. Users may not Advertise within EVERYWHERE, regardless of whether the Advertisement relates to their own or third-party goods or services. This includes, among other things, promotional measures through the text chat and other communication channels granted on EVERYWHERE. However, Build A Rocket Boy is generally happy for Users to promote their own or their friend's UGC within EVERYWHERE, provided they do not receive payment (or any other form of incentive) to do so, and comply with this policy (in particular, **Section 3**) and the **Terms of Use**. Users should be mindful that if they are building and promoting their own UGC in EVERYWHERE they may be required to comply with **Sections 2.4, 2.5 and 3.7** of this policy.

Builders

- 2.4. Builders who primarily build content on EVERYWHERE for other Users may only Advertise if there is an individual prior written agreement between Build A Rocket Boy and the Builder which expressly allows the Advertising. However, Builders may promote their own UGC generally within EVERYWHERE (to their communities and other players), provided they do not receive payment (or any other form of incentive) to do so (unless expressly permitted by Build A Rocket Boy), and comply with this policy (in particular, **Section 3**) and the **Terms of Use**.
- 2.5. To the extent that a Builder builds UGC on EVERYWHERE in fulfilment of an agreement with Build A Rocket Boy, or owns (in full, co-owned or in part) their brand and

commercially promotes their UGC within EVERYWHERE, the Builder must publicly disclose on EVERYWHERE and in every promotion of that content, e.g. on social media, that the content is an advertisement (and who it is sponsored by, if applicable) as required by applicable laws (for example, by including appropriate wording such as #ad).

- 2.6. Users and Builders are prohibited from creating UGC on behalf of any third party for promotional purposes without the express prior written consent of Build A Rocket Boy. For more information regarding the creation of UGC, please read our **Builder Terms**.

Commercial undertakings / partners

- 2.7. Commercial undertakings may not use EVERYWHERE for any form of Advertising without an individual prior written agreement with Build A Rocket Boy.
- 2.8. Commercial undertakings that have an individual prior written agreement with Build A Rocket Boy for advertising and selling virtual or physical goods or services through EVERYWHERE (“**Commercial Partners**”) may promote their own and third-party goods and services and enter into sponsorship agreements for their Arcs within EVERYWHERE to the extent permitted by that agreement.

3. Advertising on EVERYWHERE

- 3.1. Advertising may only take place under the conditions and in the ways specified by Build A Rocket Boy and must always comply with all our Terms and all applicable laws. The Advertiser is responsible for complying with all applicable advertising regulations for all countries in which Advertising is displayed.
- 3.2. Advertising must also comply with the obligations established under individual contracts and agreements between Build A Rocket Boy and the Advertiser, which are in addition to the obligations under this policy and all other Terms, and take precedence if and to the extent their provisions should differ from those set out in our Terms.
- 3.3. In particular, Advertising content must not violate the requirements of our **Community Guidelines** and **Section 8.2 of the Terms of Use**. In particular, Advertising may not under any circumstances contain the following content:
 - (a) promotion and sale of illegal goods, content and services;
 - (b) promotion and sale of cigarettes, cigars, tobacco, e-cigarettes, and any other alternatives to smoking;
 - (c) promotion and sale of alcohol and any alternatives to alcohol, or of companies selling or known for the sale of alcohol or any alternatives to alcohol;
 - (d) promotion and sale of access to casinos, gambling activities, sports betting, fantasy sports, and lotteries, including websites and software that facilitate the aforementioned;

- (e) promotion, sale, solicitation and facilitation of access to counterfeit products, replicas, and imitations including pirated digital products without authorisation of the right owner;
- (f) promotion, sale, solicitation and facilitation of access to any form of drugs, including illegal drugs, controlled drugs, prescription drugs and drugs used for the purpose of recreation, as well as medical treatments that are only available on prescription;
- (g) promotion of candidates or nominees for public office, of political parties, and of elected or appointed government officials (including members of royal families with official government functions);
- (h) promotion, sale, solicitation and facilitation of access to weapons, such as firearms, knives and explosives bombs, and of training programmes in the use of such weapons, that could be used to harm individuals, including for purposes of self-defence;
- (i) promotion, sale, solicitation and facilitation of access to pornographic material, sex toys and supplies, as well as of other media, goods and services with explicit content;
- (j) promotion and portrayal of violence and hatred;
- (k) promotion of, or involvement in, the violation of human dignity, in particular through discrimination based on sex, race, ethnic origin, nationality, religion, belief, disability, age, sexual orientation or sexual identity;
- (l) promotion of behaviour that is harmful to health or safety or significantly harmful to the environment; or
- (m) promotion of any form of organised or unorganised religious groups.

3.4. Advertising must not be underhand and must not use any techniques that involve subliminal influence. Advertising is also prohibited if it is particularly aggressive or misleading, or constitutes an unfair commercial practice, such as:

- (a) falsely suggesting that a trader is a signatory of an industry code of conduct;
- (b) making a false representation that an industry code of conduct has been approved by a public or private body;
- (c) using quality marks, quality labels or similar without the necessary authorisation (including suggesting a trademark is a registered mark when it is not);
- (d) misrepresenting that a trader, a transaction undertaken by a trader or goods or services have been endorsed, approved or authorised by a public or private body, or misrepresenting that the conditions for endorsement, approval or authorisation have been fulfilled;
- (e) misrepresenting or creating a false impression that a good or service is marketable when it is not;
- (f) misrepresenting or creating a false impression that rights provided by law are a special feature of an offer;

- (g) use of content sponsored by a trader for the purpose of sales promotion, without this connection being clearly evident from the content or from the type of visual or acoustic presentation (i.e. advertising disguised as organic content);
- (h) making an untrue statement about the nature and extent of a risk to the personal safety of consumers in the event that they do not purchase the good offered or do not use the service offered;
- (i) advertising a good or service which is similar to the good or service of a competitor, if this is done with the intention to mislead as to the commercial origin of the advertised good or service;
- (j) introduction, operation or promotion of a system of sales promotion which gives the impression that remuneration can be obtained solely or mainly through the introduction of further participants to the system (also known as snowball and pyramid systems);
- (k) methods of communication which, despite commercial aims, create the false impression that the Advertiser is a consumer, or which conceal other material information such as the identity of the trader; or
- (l) making an express statement that the trader's job or livelihood is at risk if the consumer does not purchase the good or service.

3.5. In addition to the general restrictions on Advertising, Advertising through product placement may not be included in consumer protection programmes, religious programmes, children's programmes, news and current affairs programmes.

3.6. It is prohibited for content to be provided by a sponsor if it is news, current events or a children's programme or if the sponsorship is provided by the cigarette and tobacco industry or the e-cigarette industry.

3.7. Build A Rocket Boy will provide all necessary functionalities and mechanisms within EVERYWHERE to comply with the platform's and Advertisers' legal obligations regarding information on and marking of Advertising and other commercial communications. The Advertiser agrees to provide all necessary details and information truthfully and accurately. This also includes that Advertising must be recognisable as such, which can and must be set by the Advertiser through certain functionalities. If necessary functionalities or mechanisms should be missing, the Advertiser must notify Build A Rocket Boy without undue delay.

3.8. Advertising that can also be viewed by minors must not contain any inappropriate or harmful content. In particular, the Advertising must not cause any physical, mental, or moral harm to minors. Advertising directed at minors is also prohibited if it either encourages minors to purchase the advertised goods or services themselves or to persuade their parents or other adults to do so, or directly invites minors to purchase or hire the advertised goods or services, taking advantage of their inexperience or credulity.

3.9. Advertising based on profiling must not be based on the processing or use of sensitive personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or on the processing or use of genetic data, biometric data uniquely identifying a natural person, health data or data concerning a person's sex life or sexual orientation. Minors must not be targeted by profiling.

- 3.10. We prohibit linking to external websites unless we have expressly consented to the linking or if an exception is provided in the Terms.
- 3.11. We reserve the right, subject to the conditions of the **Terms of Use**, and in particular of **Section 9.6**, to take all necessary and appropriate action against Advertising that breaches our Advertising Policy or any other of our Terms.
- 3.12. For questions regarding this policy or requests for permission to advertise, please email us at support@buildarocketboy.com, however please note that permission to Advertise is not required provided it complies with the terms of this policy.